

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-14-66283

HUD# 07-14-0681-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TRACEY BELL

Midtown Apartments

1209 East 8th Street Apartment 17

Atlantic, Iowa 50022

RIGHT ON COOPERATIVE

c/o David Kempen

2520 Old Freeport Court

Bettendorf, Iowa 52722

COMPLAINANT

APRIL ORTIZ

Atlantic, Iowa 50022

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents denied her visits by her fiancé, Michael Medina, who is African American based on race. Complainant also alleged Respondents then evicted her based on the race of her fiancé. Respondents own or manage the subject property, a 36-unit apartment complex located at 1209 East 8th Street, Apartment 49, Atlantic, Iowa 50022.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with

the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, sex, national origin, religion, or familial status. 42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

### Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

#### Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Poster

9. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf)

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

#### Relief for Complainant

10. Respondents agree to pay Complainant \$200.00 without any deductions. Respondents agree the payment will be made via a \$200 prepaid Visa card. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send the Visa card to Natalie Burnham, at the Commission's address listed on page one. Ms. Burnham will subsequently mail the Visa card to Complainant. Complainant shall be fully liable for any taxes associated with the settlement amount.

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to release Complainant from the \$379.78 judgment for Cass County Clerk of Small Claim Number: SCSC014457 for all back rent, interest, court costs, and fees regarding the subject apartment owed by Complainant.

Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding any monies Complainant may owe Respondents for unpaid rent, fees, interest, or court costs regarding the subject apartment.

Respondents agree to sign a notarized Satisfaction and Release with the Cass County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a copy of the notarized Satisfaction and Release to the Commission, within seven (7) days of receiving a Closing Letter from the Commission with the date the Satisfaction and Release was filed with the Cass County Clerk of court. The Commission will send a copy of the notarized Satisfaction and Release to Complainant.

#### Reporting and Record-Keeping

12. Respondents shall forward to the Commission objective evidence that the Federal Fair Housing posters have been displayed, as evidence of compliance with Term 9 of this Agreement.

13. Respondents within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the notarized Satisfaction and Release with the date the Satisfaction and Release was filed with the Cass County Clerk of court, as evidence of compliance with Term 11 of this Agreement.

In addition, The Commission will send a copy of the notarized Satisfaction and Release to Complainant.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the Following Page (page 5)

_____	_____
Tracey Bell, RESPONDENT	Date

_____	_____
Right On Cooperative, RESPONDENT	Date

_____	_____
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April Ortiz, COMPLAINANT

Date

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Michael Medina, COMPLAINANT'S FIANCÉ

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION